

Exhibit F

1 CONFIDENTIAL - E. PAVONY
2 UNITED STATES DISTRICT COURT
3 EASTERN DISTRICT OF NEW YORK
4 FULL CIRCLE UNITED, LLC,)
5 Plaintiff,)
6 vs.) Case No.
7 BAY TEK ENTERTAINMENT, INC.,) 1:20-cv-03395
8 Defendant.)
-----)
9 BAY TEK ENTERTAINMENT, INC.,)
10 Counterclaim Plaintiff,)
11 vs.)
12 FULL CIRCLE UNITED, LLC,)
13 Counterclaim Defendant,)
14 and)
15 ERIC PAVONY,)
16 Additional Counterclaim)
Defendant.)
17
18

19 CONFIDENTIAL
20 REMOTE VIDEO-RECORDED DEPOSITION OF ERIC PAVONY
21 June 13, 2022
22 Volume I
23 Reported by:
24 KATHY S. KLEPFER, RMR, RPR, CRR, CLR
25 JOB NO. 211444

1 CONFIDENTIAL - E. PAVONY

2 A. There was the use of "Brewskee-Ball"
3 as well.

4 Q. Brewskee-Ball was formed in order to
5 utilize the [REDACTED] in connection with
6 the business enterprise, correct?

7 MR. SKIBELL: Objection to form.

8 A. Brewskee-Ball was formed --

9 Can you repeat the question?

10 Brewskee-Ball was formed?

11 MS. LEPERA: Can you read it back,
12 reporter?

13 (Record read.)

14 THE WITNESS: Brewskee-Ball was formed
15 to -- I'm sorry, I -- that -- is that a --
16 is that a computer reading or is that a
17 person reading it? I couldn't get that.

18 BY MS. LEPERA:

19 Q. A court reporter.

20 A. It's a reporter, okay.

21 Brewskee-Ball was formed -- I just
22 want to make sure I understand this question.

23 Brewskee-Ball was formed for the
24 purpose of using -- I'm sorry. Can you repeat
25 it again?

1 CONFIDENTIAL - E. PAVONY

2 Sorry, reporter.

3 (Record read.)

4 THE WITNESS: I don't know -- I don't
5 know if I understand that question.

6 Brewskee-Ball was formed so that we
7 could play Skee-Ball in -- so we could play
8 Skee-Ball in the fashion that we envisioned
9 it at that time.

10 BY MS. LEPERA:

11 Q. In a business enterprise, correct?

12 A. Brewskee-Ball was for a business
13 enterprise, yes.

14 Q. Okay. Right.

15 So it centered around the [REDACTED]

16 [REDACTED], correct?

17 A. Yes.

18 Q. Okay. So, to the extent Brewskee-Ball
19 was part of the litigation, that as well as the
20 Skee-Ball mark all related to the [REDACTED]

21 [REDACTED], essentially, correct?

22 MR. SKIBELL: Objection to form.

23 A. Brewskee-Ball was related to the
24 Skee-Ball game, yes.

25 Q. Now -- and the Skee-Ball mark was

CONFIDENTIAL

Page 1

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF WISCONSIN

3 - - - - -
4 FULL CIRCLE UNITED, LLC,

5 Plaintiff,

6 vs. Case No.
7 1:20-cv-03395

8 BAY TEK ENTERTAINMENT, INC.,

9 Defendant.

10 CONFIDENTIAL

11 BAY TEK ENTERTAINMENT, INC.,
12 Counterclaim Plaintiff,

13 vs.

14 FULL CIRCLE UNITED, LLC,
15 Counterclaim Defendant,
16 and
17 ERIC PAVONY,
18 Additional Counterclaim
19 Defendant.

20 - - - - -
21 CONFIDENTIAL

22 VIRTUAL VIDEO-RECORDED DEPOSITION OF:
23 LARRY TREANKLER

24 TAKEN AT: The Witness's Residence

25 LOCATED AT: 6747 Kawula Lane
26 Sobieski, Wisconsin
27 July 12, 2022
28 9:24 a.m. to 7:12 p.m.

29 REPORTED BY: VICKY L. ST. GEORGE, RMR.

30 - - - - -
31 JOB NO. 5304329

Veritext Legal Solutions

800-726-7007

305-376-8800

1 BY MS. CASADONTE-ASPSTOLOU:

2 Q. Did Bay Tek ever agree to manufacture Bay Tek custom
3 lanes?

4 MS. LEPERA: Objection to the form of the
5 question, also calls for a legal conclusion. You
6 can answer as a lay person.

7 THE WITNESS: We made 10 [REDACTED]
8 for them.

9 BY MS. CASADONTE-ASPSTOLOU:

10 Q. Did the prototype games that you made for Full Circle
11 have a name?

12 MS. LEPERA: Object to the form, vague and
13 ambiguous.

14 THE WITNESS: You mean like a product
15 development code name kind of thing or -- we just
16 referred to them as custom lanes.

17 BY MS. CASADONTE-ASPSTOLOU:

18 Q. Does the term NSBL mean anything to you?

19 MS. LEPERA: Objection to form, vague and
20 ambiguous. You can answer if you understand.

21 THE WITNESS: Yes.

22 BY MS. CASADONTE-ASPSTOLOU:

23 Q. What does it mean?

24 A. National Skee-Ball League.

25 Q. Do you recall when you first heard the term NSBL?

1 something in your question. I don't think you heard
2 him.

3 MS. CASADONTE-ASPSTOLOU: I misheard you
4 then. I'm sorry. Go ahead.

5 THE WITNESS: Are you talking about the 10
6 lanes or one single prototype?

7 BY MS. CASADONTE-ASPSTOLOU:

8 Q. I'm talking about the prototype lanes.

9 MS. LEPERA: Well, plural or singular is
10 what he's asking you.

11 THE WITNESS: This one prototype for the
12 purposes of this question.

13 MS. LEPERA: One I think she said, Larry.
14 I can't hear her myself.

15 THE WITNESS: That one is in reference to
16 the one that they modified, the old, old [REDACTED]
17 [REDACTED]?

18 BY MS. CASADONTE-ASPSTOLOU:

19 Q. Yes.

20 A. You're asking me when?

21 Q. Yes. When did Bay Tek and Full Circle start working
22 together?

23 A. I told you before, I think it was the summer of 2017.

24 Q. Okay. And at that point had Bay Tek made any
25 commitment to build more than one prototype NSBL lane

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

Plaintiff,

vs. Civ. Action No. 1:20-cv-03395

BAY TEK ENTERTAINMENT, INC.,

Defendant.

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BAY TEK ENTERTAINMENT, INC.

Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

Additional Counterclaim Defendant.

VOLUME II OF III
(Pages 210 - 374)

VIDEOTAPED

DEPOSITION OF: HOLLY HAMPTON

TAKEN BY:

The Plaintiff/Counterclaim Defendants

DATE TAKEN:

Wednesday, June 22, 2022

TIME:

9:07 a.m. - 3:13 p.m.
Central Standard Time

PLACE:

Via Zoom Videoconference

REPORTED BY:

Tonya H. Magee, Registered
Professional Reporter and Notary
Public, State of Florida at Large

1 CONFIDENTIAL - E. PAVONY

2 Sorry, reporter.

3 (Record read.)

4 THE WITNESS: I don't know -- I don't
5 know if I understand that question.

6 Brewskee-Ball was formed so that we
7 could play Skee-Ball in -- so we could play
8 Skee-Ball in the fashion that we envisioned
9 it at that time.

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13 enterprise, yes.

14 Q. Okay. Right.

15 So it centered around the Skee-Ball
16 game, correct?

17 A. Yes.

18 Q. Okay. So, to the extent Brewskee-Ball
19 was [REDACTED] the litigation, that as well as the
20 Skeeball mark all related to the [REDACTED] ball
21 game, essentially, correct?

22 MR. SKIBELL: Objection to form.

23 A. Brewskee-Ball was related to the
24 Skee-Ball game, yes.

25 Q. Now -- and the Skee-Ball mark was

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13 Counterclaim Defendant,

14 and

15 ERIC PAVONY,

16 Additional Counterclaim Defendant.

17 Remote Videotaped Deposition of
18 HOLLY HAMPTON, Volume III of III, taken at the
19 instance of the Plaintiff/Counterclaim
20 Defendants, before KATHY P. PABICH, a Notary
21 Public in and for the State of Wisconsin,
22 taken from Green Bay, Wisconsin, on June 30,
23 2022, commencing at 12:49 p.m. and concluding
24 at 6:16 p.m., Central Standard Time.

1 to our games, we talked about this previously, so it
2 -- regardless if it was -- we've done that with our
3 games, um --

4 Q Will -- will you please --

5 MR. MOVIT: Let her finish. Let her finish.
6 We've done that with your -- you're -- "we've done
7 that with our games" you were saying Ms. Hampton.
8 Please go on.

9 THE WITNESS: We've done that with our [REDACTED],
10 so whether it was [REDACTED] specifically or
11 not, we created the smart meter that had the ability
12 to speak to all of our games using a cell phone.

13 BY MS. CASADONTE-APOSTOLOU:

14 Q The API protocol used by Bay Tek prior to its
15 development of the Skee-Ball Live lanes with Full
16 Circle, did it communicate with a cloud-based
17 server?

18 A Can you repeat that.

19 Q Did the API call used by Bay Tek prior to its
20 work with Full Circle in connection with the
21 Skee-Ball Live lanes effectuate communications
22 between a game and a cloud-based server?

23 A I believe that our Beer Ball game did exactly
24 that.

25 Q Your Beer Ball game didn't use a cloud-based

1 BY MS. CASADONTE-ASPSTOLOU:

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3 lanes?

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23 Q. What does it mean?

24 A. National Skee-Ball League.

25 Q. Do you recall when you first heard the term NSBL?

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3 MS. CASADONTE-ASPSTOLOU: I misheard you
4 then. I'm sorry. Go ahead.

5 THE WITNESS: Are you talking about the 10
6 lanes or one single prototype?

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8 Q. I'm talking about the prototype lanes.

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12 purposes of this question.

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16 the one that they modified, the old, old Skee-Ball
17 game?

18 BY MS. CASADONTE-ASPSTOLOU:

19 Q. Yes.

20 A. You're asking me when?

21 Q. Yes. When did Bay Tek and Full Circle start working
22 together?

23 A. I told you before, I think it was the summer of 2017.

24 Q. Okay. And at that point had Bay Tek made any
25 commitment to build more than one prototype NSBL lane

1 A. We do.

2 Q. What is the criteria of the policy that Bay
3 Tek had in place concerning a national account?

4 A. It's been a while, so bear with me. It
5 involves the -- I believe, the size of the organization
6 or the route. It involves the potential for that
7 account to be able -- the volume that they can buy. It
8 includes the ability to pay within terms. It involves
9 the ability for them not to resell product that's high
10 level.

11 Q. So is -- is it fair to say the certain
12 criteria that can be met that -- strike that.

13 So it -- if certain criteria are met, Bay Tek
14 will directly sell product reflecting the Skee-Ball
15 mark?

16 MR. MOVIT: Object to the form of the
17 question.

18 A. So it doesn't -- so we don't just sell
19 Skee-Ball brand at alleys. We have a portfolio of
20 games. So we don't just look at Skee-Ball. And even if
21 someone meets the criteria, we can still choose not to
22 sell them.

23 Q. (BY MS. CASADONTE-APOSTOLOU) So it's
24 discretionary. Is that fair to say?

25 A. We -- we choose to support our distribution

1 to our games, we talked about this previously, so it
2 -- regardless if it was -- we've done that with our
3 games, um --

4 Q Will -- will you please --

5 MR. MOVIT: Let her finish. Let her finish.
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7 that with our games" you were saying Ms. Hampton.
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